

# ***Request for Proposals***

***for***

## ***Web-based Market and Consumer Analytics Service***

***OFFICIAL NOTICE #57389***

***September 28, 2012***

**Redevelopment Authority of the City of Milwaukee  
809 North Broadway  
Milwaukee, Wisconsin 53202**

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**Attachments A, B and C must be completed and submitted with the vendor's RFP response.**

Submission of the Designation of Confidential and Proprietary Information form is optional.

# REQUEST FOR PROPOSALS

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## OFFICIAL NOTICE #57389 Web-based Market and Consumer Analytics Service

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**THE REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE** (the "Redevelopment Authority," "RACM"), Milwaukee, Wisconsin, in partnership with the City of Milwaukee Department of City Development ("DCD"), will accept proposals from qualified vendors to provide web-based consumer and market analytics services. **Proposals will be accepted until 11:00 AM on Monday, October 15, 2012** and shall be delivered to the Department of City Development BID DESK located on the second floor at 809 North Broadway, Milwaukee, Wisconsin 53202.

Copies of this Request for Proposal (RFP) may be obtained at the same location free of charge beginning **Friday, September 28, 2012**. This RFP (including certifications) may also be downloaded from the Redevelopment Authority of the City of Milwaukee website at the following link:

<http://www.city.milwaukee.gov/Projects/RequestsforProposals.htm>

Questions regarding this RFP should be addressed to RACM's Contract Compliance Officer, Scott Stange, in writing via email at [sstang@milwaukee.gov](mailto:sstang@milwaukee.gov).

**Deadline for questions regarding this RFP is noon on Wednesday, October 10, 2012.**

Parties intending to respond are asked to confirm receipt of the entire RFP document via fax at (414) 286-0752, attention: Scott Stange. Please provide your name, email address and fax number on the confirmation fax. Confirmation is requested to enable the Redevelopment Authority to provide notification of any RFP addendums and for distribution of answers to vendor RFP questions. Failure to confirm; however, will not disqualify a firm from the bidding process. The Redevelopment Authority will post addendums on its website. Vendors who confirm receipt of the RFP will be sent the addendums.

## **OFFICIAL NOTICE # 57389**

### **REQUEST FOR PROPOSALS**

#### **WEB-BASED MARKET AND CONSUMER ANALYTICS SERVICES**

##### **I. INVITATION**

The Redevelopment of the City Milwaukee (the “Redevelopment Authority”, or “RACM”) in partnership with the Department of City Development (“DCD”) is requesting proposals from qualified vendors to provide a web based consumer and market analytics service that provides insight into consumer behavior and spending preferences. The service should include a model enabling access to data for retail recruitment, retention and expansion into City of Milwaukee commercial corridors. The service should score which retail, restaurants, and entertainment concepts are appropriate for various City of Milwaukee sites. Additionally, it should provide household-level market data and insight into retailer opportunities, drilling down to the concept level.

The vendor shall be prepared to provide access to the service following the “Notice to Proceed”. It is anticipated that a “Notice to Proceed” will be issued within 30 days of award. This contract is partially funded by a grant from the Wisconsin Department of Transportation (“WisDOT”).

##### **II. BACKGROUND**

The Redevelopment Authority of the City of Milwaukee (the “Redevelopment Authority” or “RACM”) is an independent corporation established by state statute in 1958. As Milwaukee’s leader in economic development, the Redevelopment Authority works closely with the Department of City Development (“DCD”), the agency responsible for business development, real estate development, and planning activities, among other roles. The Redevelopment Authority’s mission is to eliminate blighting conditions that inhibit neighborhood reinvestment, to foster and promote business expansion and job creation, and to facilitate new business and housing development. The Redevelopment Authority has an annual cooperation agreement with the City of Milwaukee to, among other roles, manage a portion of DCD’s financial affairs, and assist with management of housing and economic development initiatives.

DCD coordinates management and disposition of City-owned real estate; manages and promotes conservation and redevelopment of property; develops comprehensive plans and programs designed to promote development, guides land use and changes in land use patterns; provides business assistance and manages economic development programs to foster job creation and expansion of business and industry; and manages programs that encourage reinvestment in housing and neighborhood development. DCD provides staff support to the Redevelopment Authority, the City Plan Commission, the Neighborhood Improvement Development Corporation (“NIDC”) and others.

The Redevelopment Authority received a grant from the Wisconsin Department of Transportation (“WisDOT”) for the Midtown Commercial District Economic Development Project (“Project”). Funds for the Project were to be allocated to support economic development activities of local businesses and commercial property owners along Capitol Drive and Fond du Lac Avenue corridors, in the City of Milwaukee. Specific activities included in the Project were assisting with comprehensive neighborhood planning activities and implementation; and promoting sustainability in the Midtown Triangle commercial district.

The Redevelopment Authority (“RACM”), in partnership with DCD, has identified numerous commercial property vacancies in the Midtown Triangle commercial district and seeks to analyze this area to understand the retail trade area; residential and workforce consumer populations within the trade area; and the specific retailers that match the profiles of the trade area’s consumer populations. RACM/DCD desires the ability to generate marketing materials reflecting the retail opportunities for the purposes of recruitment and continued sustainability of the Midtown Triangle commercial district, and other parts of the City.

### **III. ENVISIONED SCOPE OF SERVICES**

This section addresses information desired by RACM/DCD for retail recruitment, retention and expansion. The service should be able to produce reports that clearly detail specific retail, restaurants, and entertainment concepts appropriate for the Midtown Triangle commercial district, and other areas in the City of Milwaukee. Reports should provide household-level data, and indicate retailer opportunities at the concept level. The information should be derived from multiple data sources, updated at least four times each year.

<b>Minimum Information/Reports to be provided by Web-based Service</b>
<ul style="list-style-type: none"><li>• Demographics</li><li>• Psychographic profiles</li><li>• Retail supply and demand estimates</li><li>• Merchandising reports</li><li>• Retail Leakage and Surplus reports</li><li>• Comparisons and contrasts between location attributes</li><li>• Identification of retailers that match location attributes</li><li>• Custom variable reporting to include:<ul style="list-style-type: none"><li>• Five year projections and historical census tabulations for 1980, 1990, and 2000</li><li>• Business data (employees, land use, occupations, establishments)</li><li>• Current year and five year estimates on consumer expenditure estimates, details and summarization, for average consumer expenditures and total expenditures by product</li><li>• Current year and five year estimates on occupation/employment estimates</li><li>• Retail potential and consumer expenditure estimates by store type, calculated overall and per household</li><li>• Current year estimates on crime by categories</li><li>• Summaries of populations by socio-economic clusters</li><li>• Geographic identifies such as calculation of area in square miles for each geography selected for analysis</li><li>• Foreclosure estimates</li><li>• Mosaic segmentation distribution by households and populations across adult population, workforce, households, Mosaic groups, by population, dominant cluster analysis</li></ul></li></ul>

#### **A. Compatibility, Capabilities and Reporting Requirements**

The service must meet the following requirements and capabilities:

- The service must be compatible with the existing RACM/DCD computer environment, and should not require installation of any hardware or software components into the RACM/DCD computer environment.
- The service must facilitate accessibility, whereby all information and reports stored on the system is available to the project manager.
- All reports should function on-line, with real time processing.

- The service must have the ability to easily and accurately pull data from the online service into formats including Excel, Word, and PDF, as well as export into GIS applications for additional analysis.
- The service must apply generally accepted security control features including: password protection and user access levels.
- The service must have effective, usable input controls in accordance with generally accepted procedures in the software industry. Common user interfaces between applications is desirable.
- The service should be classed as “user friendly” with features such as “Help” messages related to system documentation, and prompt messages where appropriate.
- On-line application, user, and systems documentation are desirable including descriptions of:
  - Menus
  - Sample reports
  - Help screens

## **B. Additional Requirements**

Additionally, the vendor must be able to demonstrate the following capabilities:

### **1. Experience**

The vendor should demonstrate more than 10 years of experience providing customer analytics and business intelligence to retailers, restaurants, and the public sector. The vendor must commit experienced personnel to work with the project manager and selected staff, during and throughout the contract term.

### **2. Implementation Plan**

Web browser-based access for the project manager must be enabled within 7 days of execution of an agreement between the vendor and the Redevelopment Authority. Modeling specific for retail recruitment to the Midtown Triangle commercial district and other areas must be built and deployed within 60 business days of execution of an agreement. The vendor shall request and the project manager shall provide all relevant data, maps, etc. to be incorporated into the vendors' service for use by the project manager.

### **3. Time Frame**

The initial contract term shall start upon execution of an agreement between RACM and the vendor and shall continue thereafter for a period of one (1) year (the “Basic Term”). **Two additional one-year extensions may be permitted by mutual agreement of RACM and the vendor.**

### **4. Coordination**

The assigned project manager will serve as the vendor's primary contact for RACM/DCD for the term of contract and any associated extensions. The vendor shall provide the project manager a primary contact for their company.

**5. Data Security/Confidentiality**

With respect to any and all information disclosed by RACM/DCD including but not limited to data, maps or other information, the Vendor shall assure and guarantee strict confidentiality of all RACM/DCD supplied information. The information shall be disclosed only to the Vendor's employees whose duties reasonably require access to RACM/DCD information. RACM/DCD information and data shall not be shared with third parties without RACM/DCD's prior written consent.

**6. Contract Format**

A fixed priced contract will be entered between RACM and the selected vendor based upon a defined scope of services. Vendor shall remain an independent contractor, and nothing contained in the final agreement shall create a partnership between RACM and the vendor.

**IV. PROPOSAL CONTENT and FORMAT**

This section describes the form and required content of the vendor's RFP response. The Request for Proposals is intended to identify the service vendor that can best meet the requirements of the RACM/DCD. In order to compete for this contract, interested parties must submit a responsive proposal following the defined format below to demonstrate their qualifications to provide the requested service.

**A. TITLE PAGE**

The title page should be labeled as follows:

Date  
Request for Proposal: Web-based Analytics Services  
Redevelopment Authority of the City of Milwaukee  
Name of the Proposing Firm  
Address

Name of contact person, Title  
Email address  
Telephone number

**B. LETTER OF TRANSMITTAL**

This letter should state concisely, in less than one page, that the proposer understands the services being requested, and has the ability to provide the service in a web-based environment as a desktop solution.

**C. VENDOR PROFILE**

In this section vendors must address **Section III – A: Compatibility, Capabilities and Reporting Requirements**; and **Section III – B: Additional Requirements**. Also describe the range of services the vendor provides.

**D. PROJECT TEAM**

The selected vendor shall assign staff to work with the assigned project manager. In this section identify the staff members assigned to work under this contract. Include staff experience, structure of the vendor's project team, and short bios or resumes.

**E. REPORT SAMPLES**

The vendor shall identify at least one location in the City of Milwaukee, and provide no more than three (3) different types of reports that may be generated by the vendor's service.

#### **F. COST**

This section should detail annual fees for the service for up to three (3) years. Explain any higher upfront costs, and components of the service, including user access levels, etc.

#### **G. SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION**

The Redevelopment Authority encourages the use of Small Business Enterprises (SBEs). A goal of 18% participation from small business enterprises is sought for this RFP. To the extent a Vendor's data, output directories, reports and other service components are proprietary or self-contained within the vendor's online-computing environment the Vendor shall state this clearly in their proposal. In this case, a proposal will receive a maximum final score of 95 points on a 100 point scale.

SBE's must be certified by the City of Milwaukee. For a listing of SBE firms certified by the City of Milwaukee go to the following link, click on the "MBE/WBE Business Directory" and then click on "Search for Certified Firms":

<http://city.milwaukee.gov/osbd>

#### **H. CUSTOMER REFERENCES**

A proven track record is an essential factor in RACM's selection process for a vendor. This section of your proposal must identify at least three (3) public sector entities that have utilized the vendor's service, and outcomes produced from their use of the service. List the vendor's contact person for the entity, their position, address, and telephone number. The project manager may contact these individuals to inquire of their experience with the vendor.

#### **I. CONFIDENTIAL INFORMATION**

Any proprietary or confidential information should be clearly marked as such.

#### **J. ATTACHMENTS**

Attachments A, B and C must be completed and submitted with the vendor's RFP response.

#### **K. ADDITIONAL INFORMATION**

All exceptions to the Request for Proposals should be noted and clearly defined. Unique applications or services should be clearly defined. The assumption should be made by all proposers that their original proposal may be their only opportunity to present their goods and services, and therefore should be as comprehensive as possible.

### **V. INSURANCE REQUIREMENTS**

The agreement will require that the following insurance be provided by the selected vendor.

<u>Coverage</u>	<u>Amounts</u>
Workers' Compensation	Statutory Limit
Comprehensive General Liability	BI \$500,000 per occurrence \$1,000,000 aggregate PD \$500,000 per occurrence
Automobile Liability	BI \$500,000 per person \$1,000,000 per occurrence PD \$500,000 per occurrence
Professional Liability	\$1,000,000 per occurrence



The RACM shall be named as an additional insured with respect to liability coverage, except for the Professional Liability policy. The RACM shall be given thirty (30) days notice in advance of cancellation, non-renewal, or material change in any insurance coverage. The RACM reserves the right to request additional clarifying information from prospective Vendors over and above that included in the proposal submissions.

## **VI. CRITERIA FOR EVALUATING PROPOSALS**

The Redevelopment Authority will consider the following criteria in the evaluation of a vendor's proposal:

#	Evaluation Criteria	Weight
1	Vendor's experience in providing online data, mapping and marketing insights; and assisting clients with retail recruitment and retention, through use of consumer and market analytics	35 points
2	Compliance with service requirements and capabilities. <ul style="list-style-type: none"> <li>- Desktop based-solution</li> <li>- Report Generation</li> <li>- On-Line Help and Staff assistance</li> <li>- Accessibility</li> <li>- User-Friendliness</li> </ul>	20 points
3	Cost.	15 points
4	Implementation planning and anticipated start date	10 points
5	Vendor's ability to incorporate custom modeling for select locations or districts; and to provide public sector clients with insights into consumer preferences.	15 points
6	Small Business Enterprise (SBE) participation.	5 points
	<b>Total</b>	<b>100 points</b>

## **VII. SUBMISSION DEADLINE**

All questions and communication regarding this RFP process and scope of services should be submitted in writing to Scott Stange (see Schedule below for deadline). Questions must be sent in writing by noon on October 10, 2012. Additional information, clarifications and answers to the questions will be posted as an addendum at <http://city.milwaukee.gov/Projects/RequestforProposals.htm> by October 11, 2012.

RFP Respondents will be responsible for keeping abreast of the addenda as they are posted. All such addenda shall become a part of the RFP, and all Respondents shall be bound by such, whether or not received by the Respondent.

**An original and three (3) copies of the proposal should be submitted to DCD's Bid Desk no later than 11:00am on Monday, October 15, 2012.** Late submissions may not be accepted. Proposals should be clearly marked **Official Notice #57389: Web-based Analytics Service**, and mailed or delivered to:

Bid Desk  
Department of City Development  
809 North Broadway, 2<sup>nd</sup> Floor  
Milwaukee, WI 53202-3617

## **VIII. SCHEDULE**

The anticipated schedule for selecting a vendor is shown below:

<b>Proposal Phase</b>	<b>Date</b>
RFP is advertised and issued by the Redevelopment Authority	09/28/12
Deadline for submission of written questions or requests for clarification	10/10/12 by noon
Responses to questions/requests for clarification published	10/11/12
Proposals due	10/15/12 by 11 a.m.
Proposals reviewed	10/15/12
Interviews/Evaluations	10/16/12
RACM Board Hearing to Approve contract	10/18/12
Contract begins	October 2012
Basic Term for contract completed	October 2013
Extended contract (optional)	Ends October 2015

## **IX. General RACM RFP Requirements**

RACM seeks to award a contract for a web browser-based market and consumer analytics service. This section outlines general requirement and guidelines. By submitting a proposal, a vendor understands the following, and where appropriate, agrees with the same:

### **1. Interpretations of RFP**

Any requests for interpretation should be submitted in writing to Scott Stange, Contract Compliance Officer, Redevelopment Authority of the City of Milwaukee, 809 North Broadway, MILWAUKEE, WI 53202, or submitted by email to [sstang@milwaukee.gov](mailto:sstang@milwaukee.gov). No oral interpretations will be made to any Vendors as to the meaning of the RFP requirements. All interpretations will be posted and answered on the Internet. If you received your RFP from the Internet you will be responsible for keeping abreast of the addenda as they come in. All such addenda shall become a part of the RFP, and all vendors shall be bound by such, whether or not received by the Vendor.

### **2. Receipt of Proposals**

Proposals received prior to the time of opening will be secure. The officer whose duty it is to open them will do so at the specified time, and no proposal received thereafter will be considered. No responsibility will be attached to an officer for the premature opening of a proposal not properly addressed and identified.

Vendors are cautioned to allow ample time for transmittal of proposals by mail or otherwise. Vendors should secure correct information relative to the probable time of arrival and distribution of mail at the place where proposals are to be forwarded.

### **3. Withdrawal of Proposals**

Proposals may be withdrawn on written request dispatched by the Vendor in time for delivery in the normal course of business prior to the time fixed for closing. Negligence on the part of the Vendor in preparing a proposal for offer to RACM confers no right of withdrawal or modification of the proposal after such proposal has been opened. In case of withdrawal of a proposal by a Vendor, the Vendor will be disqualified thereby from submitting a second proposal on the contract at hand. See Section 66.0901(5), Wisconsin Statutes.

**4. Rejection of Proposals**

RACM reserves the right to reject the proposal of any Vendor who has previously failed to perform properly or to complete on time contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors or employees.

**5. Award of Contract**

The Contract Management Team will evaluate proposals. All proposals will be evaluated against the evaluation criteria stated in this RFP. While the Contract Management Team intends to select a Vendor based on the proposals received, the Contract Management Team may invite the highest ranked firm/individual(s) to participate in an interview. If one or more interviews are to be scheduled, a letter will be sent to the firm/individual(s) that is/are selected to participate, and this/these firm/individual(s) may be asked to provide more specific written information about their qualifications, methodology, and costs. Firms/individuals participating in the interviews must send the project manager and staff who will work on this project.

After the contract is awarded, all of the firms who submitted a proposal will receive a written acknowledgment of their proposals. The RACM will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

**6. Contract Payments**

The RACM and the Vendor will agree on a performance and payment schedule. The Vendor will submit to the RACM periodic invoices. Payments will be made upon acceptance by the RACM and acknowledgement from the RACM/DCD project manager that services detailed in the proposal are being provided as detailed in the Vendors proposal and pursuant to the agreed upon contract payment schedule. RACM reserves the right to negotiate a flexible payment schedule that meets its needs.

**7. Termination of Contract for Cause**

If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner his obligations under this contract or if the Vendor shall violate any of the covenants, agreements or stipulations of the final contract, the RACM shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five working days before the effective date of such termination. In such event, all finished or unfinished documents, data, reports, or other material related to the services prepared by the Vendor under this contract shall, at the option of the RACM, become the property of the RACM. Notwithstanding the above, the Vendor shall not be relieved of liability to the RACM for damages sustained by the RACM by virtue of any breach of the contract by the Vendor.

**8. Sales Tax**

Pursuant to Section 77.54(9a) of the Wisconsin State Statutes, RACM is exempt from Wisconsin Use and Sales Tax. Vendors, therefore, shall not add State of Wisconsin sales tax or use tax to their proposals, but shall include in their lump sum proposals only the taxes they will be required to pay directly as a consumer, when obtaining materials, etc. to fulfill the contract requirements should they be the selected Vendor. Vendors are, however, responsible for determining the impact of the State of Wisconsin's Sale and Use Tax on their proposal.

**9. Request for Proposal**

This RFP is not an offer to buy and must not be assumed as such. However, in the event a proposal results in contractual negotiations, the Vendor has the option to not convey and/or sell if compliance with any mandated clause or provision is undesirable or impossible.

No information will be available to any Vendor regarding the status of his response. However, the RACM reserves the right to enter into discussion with Vendors for purposes of clarification or further information.

**10. Miscellaneous**

The RACM reserves the right to waive informalities in any proposals, reject any or all proposals in whole or in part, with or without cause, and to accept that proposal which in its judgment best meets its needs. The RACM will require an Affidavit of No Interest, which provides that no official or employee of the Redevelopment Authority, the Contract Management Team, and/or the RACM (City of Milwaukee) has or will receive anything of value in connection with the issuance of this contract.

**11. Equal Employment Opportunity**

The Vendor agrees that there will not be discrimination as to race, sex, sexual orientation, religion, color, age, creed, or national origin in regard to obligation, work, and services performed under the terms of any contract ensuing from this RFP. Vendor must agree to comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

**12. Indemnification**

The Vendor agrees that it will indemnify, save and hold harmless the RACM and the City of Milwaukee, their officers, employees, or agents, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorneys fees, photocopying expenses and expert witness fees, recovered from or asserted against the RACM or the City of Milwaukee on account of injury or damage to person or property or breach of contract to the extent that such damage, injury, or breach may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the Vendor or any of its agents, servants, employees or subcontractors.

RACM shall tender the defense of any claim or action at law or in equity, arising out of or otherwise related to an act or omission, negligence, misconduct, or breach of contract on the part of the Vendor or any of its agents, servants, employees or subcontractors, to the Vendor or its insurer and, upon such tender, it shall be the duty of the Vendor and its insurer to defend such claim or action without cost or expense to RACM.

**13. Slavery Disclosure**

The successful Vendor will be required to submit an affidavit of compliance of slavery disclosure before a purchase order/contract can be executed (unless you have already done so and it is on file with the Business Operations Division of the City of Milwaukee).

**14. Ethics**

It is the policy of the Department of City Development, Redevelopment Authority (DCD/RACM), that contracts shall not be awarded to any vendor that includes individuals who have left City of Milwaukee employment within the past 12 months, or individuals who are currently members of any City of Milwaukee boards or commissions.

**15. Wisconsin Public Records Law**

Both parties understand that the Redevelopment Authority of the City of Milwaukee is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, *et seq.* The Vendor acknowledges that it is obligated to assist the Redevelopment Authority in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Vendor must defend and hold the Redevelopment Authority harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.

ATTACHMENT A

FORM A

**REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE (RACM)  
PRIME CONTRACTOR'S AFFIDAVIT OF COMPLIANCE FOR  
PARTICIPATION IN THE RACM SMALL BUSINESS ENTERPRISE PROGRAM**

Official Notice # \_\_\_\_\_

Date: \_\_\_\_\_

The bidder's commitment for SBE participation on this project is ..... %.

The undersigned hereby states that he/she has not discriminated in any manner on the basis of race, sex, or national origin in any manner in the preparation of the attached bid or selection of subcontractors or material suppliers for such bid.

The undersigned acknowledges, understands, and agrees that submission of a bid shall commit the bidder to comply with the **RACM's** Small Business Enterprise Program in subcontract work on this contract.

The undersigned also states that all the above information is true and correct to the best of his/her knowledge.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature and Title

\_\_\_\_\_  
Printed Name

STATE OF WISCONSIN, COUNTY OF \_\_\_\_\_

The above personally came before me this \_\_\_\_\_ day of (month) \_\_\_\_\_, (year) \_\_\_\_\_, and acknowledged that he/she executed the foregoing document for the purpose therein contained for and on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public \_\_\_\_\_

County of \_\_\_\_\_, Wisconsin

My Commission Expires: \_\_\_\_\_

## AFFIDAVIT OF NO INTEREST

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## ATTACHMENT C

### **Non-Debarment Certification**

The undersigned, being duly authorized to act on behalf of \_\_\_\_\_ (the "VENDOR"), hereby certifies that neither the VENDOR nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs).

The VENDOR further certifies that all potential sub-recipients, contractors, and any and all of their principals are not debarred, suspended or proposed for debarment, and that the VENDOR will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

### **DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

Material submitted in response to the Agencies' Request for Proposal No. 57389 includes proprietary and confidential information that qualifies as a trade secret, as provided in Wis. Stats. §§ 19.36(5) & 134.90, or is otherwise material that can be kept confidential under the Wisconsin Public Records Law. As such, the proponent asks that certain pages, as indicated below, of this proposal be treated as confidential material and not released, to the extent allowed by Wisconsin law. Therefore, I am providing the following information with the express understanding that it is being submitted to Agencies under a pledge of confidentiality. I would not have submitted this information had the Agencies not pledged to keep it confidential\* and request that the following pages not be released:

<u>Section</u>	<u>Page</u>	<u>Topic</u>

\*NOTE: Proponents are cautioned that the ENTIRE PROPOSAL WILL NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. PLEASE LIMIT DESIGNATIONS OF CONFIDENTIALITY ONLY TO PROPRIETARY OR TRADE SECRET INFORMATION, OR OTHER LIMITED INFORMATION THAT YOU PROVIDE ONLY UPON RECEIPT OF A PLEDGE OF CONFIDENTIALITY

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided, as part of the proposal response will be open to examination and copying.

Signature (Authorized Representative)	Telephone Number
Name (Please Print)	Company Name
Title	Date

NOTE: The Agencies, as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

The Agencies will notify any proponent if a determination is made that the requested information cannot be kept confidential.

**PROPRIETARY INFORMATION:** Proprietary information submitted in response to this request for proposal will be handled in accordance with applicable Agencies procurement regulations. A proponent responding to this proposal should not include any proprietary information as part of its proposal unless the proponent 1) designates the specific information that it maintains is proprietary and the reason(s) for such designation in a separate document to the Agencies, Purchasing/Contract Services Division and 2) identifies the specific information when it occurs within the proposal.

The Agencies' preference is for the proponent to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. \_\_\_\_\_, etc. Data contained in the proposal and all documentation becomes the property of the Agencies, Purchasing Division.

Generally, proposals are available for public review after the Purchasing/Contract Services Division has awarded and executed a contract.

ev. 8/09